

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VIVENT HEALTH, INC.**, a Wisconsin corporation with an address of 648 N. Plankinton Avenue, Suite 200, Milwaukee, Wisconsin 53203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 12, 2023, and an Amendatory Agreement dated September 26, 2023, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records, add paragraph 34-Compliance with Denver Wage Laws, amend the scope of work exhibit, amend the budget exhibit, update the Certificate of Insurance exhibit, amend the Subrecipient Financial Administration exhibit, and amend the Program Income Guidelines exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **March 1, 2023**, and will expire on **February 28, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$677,645.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement."

3. Section 7 of the Agreement entitled "**EXAMINATION OF RECORDS:**" is hereby deleted in its entirety and replaced with:

"**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276."

4. Section 34 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS:**" is hereby added to the Agreement as follows:

"**34. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be

paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** are changed to **Exhibit A-2**.

6. **Exhibit B** and **Exhibit B-1** are hereby deleted in their entirety and replaced with **Exhibit B-2, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** and **Exhibit B-1** are changed to **Exhibit B-2**.

7. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C-1, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C-1**.

8. **Exhibit D** is hereby deleted in its entirety and replaced with **Exhibit D-1, Subrecipient Financial Administration**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit D** are changed to **Exhibit D-1**.

9. **Exhibit F** is hereby deleted in its entirety and replaced with **Exhibit F-1, Program Income Guidelines**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit F** are changed to **Exhibit F-1**.

10. As herein amended, the Agreement is affirmed and ratified in each and every particular.

11. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: ENVHL-202472418-02 [202368215-02]
Contractor Name: Vivent Health, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202472418-02 [202368215-02]
Vivent Health, Inc.

By:  _____
48B0D458379C482...

Name: Tim Dyer
(please print)

Title: Executive Vice President & CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2 SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE), Denver HIV Resources (DHR) and **Vivent Health, Inc.**

Vivent Health, Inc. has been awarded the following amounts in Ryan White Part A funds:

- Maximum of **\$251,747.00** in Fiscal Year (FY) 2024 (March 1, 2024 – February 28, 2025)

Note: Total Contract Value, \$677,645.00, 03/01/2023 – 02/28/2025.

- Year 1 (03/01/2023-02/29/2024), Amount: \$425,898.00
- Year 2 (03/01/2024-02/28/2025), Amount: \$251,747.00

II. Services and Conditions

A. The Denver Ryan White Part A HIV AIDS Program Service Standards are the minimum requirements that subrecipients are expected to meet when providing HIV care and support services funded by the Denver Ryan White HIV/AIDS Part A grant. All subrecipients **must** follow the Universal Standards in the Service Standards. Subrecipients are also responsible for meeting the standards outlined for each service category for which they receive funding. DHR evaluates program adherence to Service Standards during site visits. Subrecipients may exceed the requirements of the Service Standards, though this is not required and will not be evaluated during site visits. It is important that subrecipients are familiar with the Service Standards that apply to them. Denver HIV Resources Planning Council (DHRPC) initiatives and DHR programmatic updates may result in adjustments to the Service Standards during the Fiscal Year. DHR will inform subrecipients when changes are implemented and will provide subrecipients with an updated version of the Service Standards.

The Service Standards is attached as **Exhibit E** and will be updated each fiscal year on an as-needed basis with each fiscal year's updated version as the Service Standards to be followed. The updated version of the Service Standards for FY2024 will be provided no later than March 1, 2024.

B. Vivent Health, Inc. is to provide the following services to individuals living with HIV/AIDS in the Denver Transitional Grant Area (TGA), which includes and is limited to, Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson counties, in accordance with the Service Standards for the following service categories:



EXHIBIT A-2 SCOPE OF WORK

SERVICE CATEGORY	FUNDING SOURCE	FY2024 1 ST AWARD AMOUNT	FY2024 TOTAL AWARD AMOUNT
Case Management Continuum	RW Part A	\$189,406.00	\$189,406.00
Early Intervention Services	RW Part A	\$20,623.00	\$20,623.00
Food Bank/Home Delivered Meals	RW Part A	\$4,650.00	\$4,650.00
Mental Health Services	RW Part A	\$10,210.00	\$10,210.00
Medical Transportation Services	RW Part A	\$7,558.00	\$7,558.00
Outpatient / Ambulatory Health Services	RW Part A	\$9,000.00	\$9,000.00
Oral Health Care	RW Part A	\$10,300.00	\$10,300.00
Total Award Amounts		\$251,747.00	\$251,747.00

III. Process and Outcome Measures

Vivent Health, Inc. will provide:

SERVICE CATEGORY	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Case Management Continuum	275	2,200
Early Intervention Services	16	24
Food Bank/Home Delivered Meals	50	100
Mental Health Services	35	70
Medical Transportation Services	50	400
Outpatient/Ambulatory Health Services	45	80
Oral Health Care	50	64

IV. Clinical Quality Management Program

A. Clinical Quality Management Plan

1. Contractor will be required to submit their Quality Management Plan to DHR using the template provided by DHR within 30 days of execution of the contract or June 30, 2024, whichever is later.

B. Clinical Quality Management Infrastructure



EXHIBIT A-2 SCOPE OF WORK

1. Contractor will be required to identify one contact person for all Quality Management related deliverables and are responsible for informing DHR Quality staff if this changes.

V. Case Management Continuum (CMC) Requirements

- A.** Contractors will be required to follow the CMC Service Standards (**Exhibit E**)
- B.** Contractors who are funded for CMC services will also help clients apply for Emergency Financial Assistance, Housing Assistance, Oral Health Fund, and Legal Assistance Fund to clients.
- C.** Contractors who are funded for CMC services will offer all four tiers of the Case Management Continuum (Medical Case Management, Non-Medical Case Management, Care Navigation, and Referral Services)
- D.** Contractors funded for CMC services will be required to report the number of clients served in each tier of service, as well as the number of service units. Reporting acuity of clients served will also be required. Contractors will include acuity in their monthly data collection.
- E.** Any staff providing CMC services are required to complete the DHR provided, online, Case Management Certificate Program. Case Management staff who have demonstrated practical experience with the training content may be exempt from taking this training. Contact DHR for additional information regarding the exemption process.
- F.** Contractors will be required to participate in all trainings related to the Case Management Continuum.
- G.** Contractors' staff who are supervisors, managers, and organizational leaders are required to participate in the Trauma Informed Care trainings for Supervisors and Trauma Informed Care for Leaders as provided by DHR.

VI. Invoices and Schedule of Payments for Services

- A.** Within 45 days of when the contract is executed, invoices for all service months completed before the execution date are due. Subsequent invoices will be due on the 15th of the second month after the end of the billing period (e.g. September invoice due by November 15th, December invoice due by February 15th, etc.). The final invoice must be submitted by April 15th, 2025.
- B.** Three or more occurrences of a late invoice shall be considered a contract compliance issue.
- C.** The Contractor is required to submit a complete invoice package monthly using required DDPHE HIV Resources invoice forms. Updated invoice forms are provided upon contract execution. A complete invoice package will include the following: a complete invoice template, backup documentation including receipts, payroll



EXHIBIT A-2 SCOPE OF WORK

printouts, and any supporting documentation needed for all expenses listed on the invoice.

- D.** Complete invoice packages are due to DDPHE HIV Resources at HIVInvoiceIntake@denvergov.org. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with policies established in the Subrecipient Financial Administration document attached as **Exhibit D**.

VII. Disallowances and Review of Reports

The City and County of Denver may review the budget, management, financial and audit reports, and any other materials or information the City and County of Denver may consider appropriate to assess whether any expenditures by the Contractor are disallowed by the City and County of Denver. **Exhibit D** attached as the Subrecipient Financial Administration describes expenditures that will be disallowed by The City and County of Denver. The City and County of Denver may disallow reimbursement for services or expenditures that were not provided or approved in accordance with the terms of this Agreement. The Contractor shall not unreasonably refuse to provide expenditure information related to this Agreement that the City and County of Denver may reasonably require.

These disallowances will be deducted from any payments due the Contractor, or if disallowed after contract termination, the Contractor shall remit the disallowed reimbursement to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion. Despite the City and County of Denver's approval of expenditures, if a review or an audit conducted by the City, State, or federal governments results in final disallowances of expenditures, the Contractor shall remit the amount of those disallowances to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion following written notice of disallowances to the Contractor. This Section survives termination or expiration of this Agreement.

VIII. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **10%** of the maximum direct costs amount. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect cost, management, and oversight of specific programs funded under this contract and other types of program support such as quality assurance, quality control, and related activities. Examples of administrative costs include:



EXHIBIT A-2 SCOPE OF WORK

- Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review, and sign monthly program and fiscal reports
- Consultants who perform administrative, non-service delivery functions
- General office supplies
- Travel costs for administrative and management staff
- General office printing and photocopying
- General liability insurance and
- Audit fees.

IX. Budget

- A.** Contractor shall submit a complete budget package using required DDPHE HIV Resources budget forms. The budget for this agreement is attached as **Exhibit B**.

X. Budget Modifications

- A.** Contractor may submit budget modifications to DDPHE for review and approval based on policies established in the Subrecipient Financial Administration attached as **Exhibit D**. Approval of such request is based on the discretion of the DDPHE Executive Director or his/her designee.

XI. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DDPHE HIV Resources staff. Contractor will be reviewed for:

1. **Clinical Quality Management Plan Monitoring:** Review contractor operation of their Clinical Quality Management program, plan, and activities as documented in the plan, including performance measures data, health outcomes, and client input/feedback.
2. **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals.
3. **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
4. **Program Income.** DDPHE requires subrecipients to be able to report, upon request, program income directly generated by a supported activity earned as a result of this grant. Program income includes but is not limited to income from fees for services performed, e.g. direct payment or reimbursements



EXHIBIT A-2 SCOPE OF WORK

received from Medicaid, Medicare, and third-party insurance. Program income does not include rebates, credits, discounts, and interest earned on any of these. The Program Income Guidelines are attached as **Exhibit F**.

5. **Administrative Monitoring***: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

**DDPHE HIV Resources may provide regular performance monitoring and reporting. DDPHE HIV Resources and/or its designee, may manage any performance issues and may develop interventions that will resolve concerns.*

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Due Date	Reports to be sent to:
1). CAREWare Reporting	Contractor is required to enter client-level data monthly into CAREWare for all funded services including: 1. All client-level information required by HRSA: https://targethiv.org/librari/rsr-manual and/or requirements subject to change by HRSA 2. Contractor may enter client-level data into CAREWare using two different methodologies: Direct manual data entry via the CAREWare interface; or Provider Data Import (PDI).	Manual Data Entry Provider: 15 th of each month PDI: 25 th of each month	Into CAREWare system
2). Ryan White Part A Service Report (RSR)	Includes, but is not limited to: 1. Data input throughout the year 2. Review finalized CY2023 RSR report with DHR 3. Generate client-level XML (Extensible Markup Language) file for CY2023 and upload into the HRSA	1. Due each month 2. Due by March 20, 2024 3. Due by March 20, 2024	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting



EXHIBIT A-2 SCOPE OF WORK

	Web Application (per HRSA requirement) 4. Submit CY2023 RSR report into HRSA Web Application 5. Run Contractor RSR reports to clean existing data and/or input missing data with technical assistance from DHR	4. Due March 27, 2024 5. Due by February 28, 2025	
3). Other reports, data, or processes as requested by the City	To Be Determined (TBD)	TBD	TBD

XII. CAREWare System Use

- A.** Contractor shall have active user access and system utilization of CAREWare application by agency staff.
- B.** Contractor shall manually enter new client eligibility data into CAREWare at their soonest opportunity, but at least weekly, to reduce barriers to care for newly enrolled Ryan White Part A clients, including uploading any/all eligibility documentation for said clients.
- C.** Contractor shall utilize Shared Eligibility data and State Drug Assistance Program (SDAP) surrogate data eligibility whenever said data is available in CAREWare to reduce barriers to care for Ryan White Part A clients.

XIII. Required Acknowledgement and Disclaimer Language

- A.** HRSA requires subrecipients to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov."

- B.** Subrecipients are required to use this language when issuing



EXHIBIT A-2 SCOPE OF WORK

statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.

- Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resources guides, case studies, and issues briefs.

Exhibit B-2 Budget

Vivent Health, Inc.

Service Category	Budget Category				Total Budgeted Cost
	Personnel + Fringe	Operating Cost	Other Direct Expenses	Indirect Cost	
CCS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CMC-A	\$172,187.27	\$0.00	\$0.00	\$17,218.73	\$189,406.00
CMC-M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EIS-A	\$18,748.18	\$0.00	\$0.00	\$1,874.82	\$20,623.00
EIS-M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FBM	\$4,227.27	\$0.00	\$0.00	\$422.73	\$4,650.00
HS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MHS-A	\$9,281.82	\$0.00	\$0.00	\$928.18	\$10,210.00
MHS-M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MTS	\$3,370.91	\$0.00	\$3,500.00	\$687.09	\$7,558.00
OAH	\$8,181.82	\$0.00	\$0.00	\$818.18	\$9,000.00
OHC	\$9,363.64	\$0.00	\$0.00	\$936.36	\$10,300.00
OHF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PSS-A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PSS-M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SU-A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SU-M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$225,360.91	\$0.00	\$3,500.00	\$22,886.09	\$251,747.00

TOTAL CONTRACT PERIOD 03/01/2023 - 02/28/2025	Contract Amount	Total Maximum Amount with each	TOTAL MAXIMUM
Original Contract 03/01/2023 – 02/28/2024	\$69,026.00	\$69,026.00	
Amendment 01 03/01/2023 – 02/29/2024	\$356,872.00	\$425,898.00	
Amendment 02 03/01/2024 – 02/28/2025	\$251,747.00	\$677,645.00	\$677,645.00

Exhibit D-1

SUBRECIPIENT FINANCIAL ADMINISTRATION

1.1 Invoice Policies

- i. A complete Invoice package must be submitted monthly. Complete Invoice packages are due to Denver Department of Public Health and Environment (DDPHE) HIV Resources by the 15th calendar day of the second month following the month of service provision. For example, services provided in the month of March will be invoiced by May 15.
- ii. The final complete Invoice package for the contract period is due no later than 45 days following the close of the contract period and must be clearly marked "Final Invoice". The City and County of Denver shall not be obligated to pay any invoice submitted after 45 days following the close of the contract period. For example, if the contract period ends February 28, the "Final Invoice" will be due by April 15.
- iii. Invoices must only include amounts for actual direct costs expenditures.
- iv. If underspending is anticipated, subrecipients must inform DDPHE HIV Resources immediately. DDPHE HIV Resources reserves the right to reallocate funds to expend all funding and to provide services at adequate levels.
- v. Do not revise any previously submitted invoice. Make necessary adjustments on the next monthly invoice within the same contract year.

1.2 Supporting Documentation

- i. **Personnel** – Include all salaries and allowances paid to staff directly contributing to the activities of the service category. Include documentation of staff time attributed to Ryan White Part A (for example, time sheets or time and effort reports).
- ii. **Personnel Benefits** – A schedule of benefits can be submitted once at the beginning of the fiscal year. Include documentation of personnel benefit costs with each invoice (for example, payroll journal or paystub).
- iii. **Consultants** – Consultant invoice that reflects the job performed, rate, and hours.
- iv. **Contractual Expenses** – Invoice from the sub-contractor that details the work and payment arrangements specified in the sub-contractual agreement and that all are properly approved by the Contractor.
- v. **Supplies/Equipment/Other Direct Costs** – Copies of vendor invoices for all supply purchases or receipt(s). If sales tax is included on the invoice or receipt, demonstrate that the sales tax was not included in the invoice to DDPHE (for example, general ledger reports can be used to show this).
- vi. **Travel** – Supporting documentation will consist of properly approved invoices and should include airfare, ground transportation, accommodation, meals/per diem, etc. For airfare, economy class must always be used. International travel is not permitted.

1.3 Unallowable Costs

A. Below is a summary of unallowable costs; it is not intended to be a complete or definitive listing. Subrecipients are responsible for referring to the documents referenced below for complete guidelines.

- i. Payment for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service (a) under any state compensation program, under an insurance policy, or under any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis [section 2605(a)(4)], consequently, program activities that are revenue generating may not be included in the budget.
- ii. Funds may not be used to pay an individual's base salary in excess of \$199,300
- iii. Administrative costs that exceed 10% of your total budget [section 2604(e)]
- iv. Purchase and/or improvement of land [section 2604(h)]
- v. Purchase, construction, or permanent improvement of any building or other facility [section 2604(h)]
- vi. Clinical trials [HRSA policy 97-02.3]
- vii. Syringe exchange [section 2678 & HRSA letter 1/6/12]
- viii. The use of client incentives is not allowable unless pre-approved by DDPHE. No cash incentives for clients are allowed. Gift card incentives are allowed – documentation must be kept of what the gift card is for (for example, King Soopers), who it is given to, by whom it was given, and which date it was distributed. Gift cards may not be in the form of a pre-paid credit card or redeemable for cash. Gift card incentives must not be used to purchase alcohol, tobacco, illegal drugs, or firearms.
- ix. Costs associated with obtaining professional licensure or meeting program licensure requirements (e.g. Attorney Registration Fee, Notary Public License Fees, etc.) [HRSA policy notice 11 04]
- x. Legal services for criminal defense, or class action suits unrelated to access to services eligible for funding [HRSA policy notice 10-02.11]
- xi. Maintenance expense (tires, repairs, etc.) of a privately-owned vehicle or other costs associated with the vehicle, such as lease, or loan payment, insurance or license and registration fees [HRSA policy notice 10-02.12]

B. The following costs are not permitted under the Health and Human Services (HHS) Grants Policy Statement, HRSA National Monitoring Standards, Code of Federal Regulations 45 Part 75, and the Office of Management and Budget (OMB):

- i. Local or state personal property taxes (residential property, private automobile, or any other personal property against which taxes may be levied)
- ii. Cash payments to clients
- iii. Cash payments to clients; funeral, burial, cremation, and related expenses
- iv. Staff training - service-specific capacity development dollars in excess of 5% of the dollars contracted to provide the service
- v. Vocational, employment or employment-readiness services
- vi. Clothing
- vii. Pet foods or other non-essential products
- viii. Household appliances
- ix. Pre-exposure prophylaxis
- x. Post-exposure prophylaxis
- xi. Basic household items such as sheets, towels, blankets, and kitchen utensils
Exceptions: kitchen cooking utensils allowable for Food Bank and Home-Delivered Meals Programs
- xii. Off-premises recreational and social activities or payment for a client's gym
- xiii. Non-targeted marketing promotions or advertising about HIV services that target the general public
- xiv. Development of materials to promote or encourage injection drug use or sexual activity
- xv. Outreach activities that have HIV prevention education as their exclusive focus
- xvi. Bad debts
- xvii. Capital improvements

- xviii. Contingency provisions
- xix. Contributions and/or donations to others
- xx. Depreciation expenses as a direct cost and as related to federally funded equipment
- xxi. Entertainment costs
- xxii. Alcoholic beverages
- xxiii. Selling and Marketing Costs
- xxiv. Fines, penalties, damages and other settlements
- xxv. Foreign travel
- xxvi. Interest expense
- xxvii. Lobbying costs
- xxviii. Refreshments
- xxix. Stipends
- xxx. Taxes for which exemptions are available to the organization (including sales tax)
- xxxi. Vehicles, without written Grants Management Officer approval

C. Health and Human Services (HHS) expressly prohibits client meals. HHS permits reasonable food costs associated with advisory board meetings as an administrative cost as follows:

- o A modest meal or lunch costing no more than \$13.50 per person; **or**
- o Light refreshments consisting of breakfast or snack foods costing no more than \$8.50 per person may be provided.

In all other instances, nutritious snacks (e.g. granola bars, fruit, etc.) of negligible value (no more than \$3.50 per client) may be considered program supplies.

D. Limitation on Uses of Part A: The Contractor must adhere to a 10% limit on proportion of federal funds spent on administrative costs in any given grant year.

- i. The Contractor shall prepare a project budget and track expenses, including administrative expenses, with sufficient detail. Expenditures are reported by line item within service category, with sufficient detail, and identify administrative expenses.
- ii. The Contractor may use indirect costs as part or all their 10 percent administration costs. To do so, the Contractor must include indirect costs (capped at 10 percent) only where the DDPHE has a certified DHHS negotiated indirect cost rate using the Certification of Cost Allocation Plan or Certificate of Indirect Costs, which has been reviewed by the HRSA/HAB Project Officer. If the Contractor chooses to use indirect cost as part or all their 10 percent administration costs, they must obtain and keep on file a federally approved DHHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs. The contractor must submit a current copy of the certificate to DDPHE.
- iii. The Contractor must ensure that budgets do not include unallowable costs. The Contractor will provide budgets and financial expense reports to DDPHE with sufficient detail to document that they do not include unallowable costs.

1.4 **Budget Modification Requests**

- i. The Denver Department of Public Health and Environment (DDPHE) may, at its option, restrict the transfer of funds among line items, programs, functions, or activities at its discretion as deemed appropriate by the Executive Director or his/her designee.

- ii. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to DDPHE program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by the Executive Director or his/her designee. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- iii. The Contractor understands that any budget modification requests under this Agreement must be submitted to DDPHE prior to the last Quarter of the Contract Period, unless waived in writing by the Executive Director or his/her designee.

1.5 Procurement

- i. The Contractor shall follow the City Procurement Policy to the extent that it requires at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
- ii. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- iii. If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects, the Contractor will compensate the awarding agency for its share.

1.6 Income from Fee-for-Services (Program Income)

Below are requirements from the [HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section C](#). Please reference this document for more detailed requirements.

- i. The Contractor must document the use of Part A and third-party funds to maximize program income from third party sources and ensure that Ryan White is the payer of last resort. Third party funding sources include: Medicaid, Children's Health Insurance Programs, Medicare (including the Part D prescription drug benefit), and private insurance.
- ii. The Contractor will document billing and collection from third party payers, including Medicare and Medicaid, so that payer of last resort requirements are met.
- iii. If the Contractor receives funding in Medicaid eligible service categories, they will document participation in Medicaid and certification to receive Medicaid payments, unless waived by the Secretary of Health and Human Services.
- iv. The Contractor must document retention of program income derived from Ryan White Part A funded services and use of such funds in one or more of the following ways: funds added to resources committed to the project or program, and used to further eligible project or program objectives; and funds used to cover program costs.

- v. The contractor must provide tracking and documentation of program income derived from Ryan White Part A funded services and the use of such funds upon request. Review of program income tracking and documentation will occur at annual site visits.

1.7 Imposition & Assessment of Client Charges

Below are requirements from the [HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section D](#). Please reference this document for more detailed requirements.

- i. The Contractor will have policies and procedures for a publicly posted schedule of charges (e.g. sliding fee scale) to clients for services, which may include a documented decision to impose only a nominal charge.
- ii. The Contractor will not impose charges on clients with incomes below 100% Federal Poverty Level (FPL).
- iii. Charges to clients with incomes greater than 100% of poverty are determined by the schedule of charges. Annual limitation on amounts of charge (i.e. caps on charges) for Ryan White services are based on the percent of client's annual income, as follows: 5% for clients with incomes between 100% and 200% of FPL; 7% for clients with incomes between 200% and 300% of FPL; and 10% for clients with incomes greater than 300% of FPL.

1.8 Fiscal Management

Below are requirements from the [HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section E and F](#). Please reference this document for more detailed requirements.

- i. The Contractor must comply with all the established standards in the Code of Federal Regulations (CFR) for nonprofit organizations, hospitals, institutions of higher education, and state and local governments.
- ii. The Contractor budgets and reports with sufficient detail to account for Ryan White funds by service category, subgrantee, administrative costs, and (75/25 rule) core medical and support services rules, and to delineate between multiple funding sources and show program income.
- iii. The Contractor will submit a line-item budget with sufficient detail to permit review and assessment of proposed use of funds for the management and delivery of the proposed services.
- iv. The Contractor will document all request for approval of budget revisions.
- v. The Contractor must track and report on tangible nonexpendable personal property, including exempt property, purchased directly with Ryan White Part A funds and having: a useful life of more than one year; and an acquisition cost of \$5,000 or more per unit (lower limits may be established, consistent with DDPHE policies).
- vi. The Contractor shall develop and maintain a current, complete, and accurate supply and medication

inventory list and make the list available to DDPHE upon request. Title to supplies to be vested in DDPHE upon acquisition, with the provision that if there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the program, and the supplies are not needed for any other federally-sponsored program, DDPHE shall retain the supplies for use on non-federally sponsored activities or sell them and compensate the federal government for its share contributed to purchase of supplies.

1.9 Cost Principles

Below are requirements from the [HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section G](#). Please reference this document for more detailed requirements.

- i. The Contractor will develop and maintain documentation that services are cost based. The Contractor will ensure that budgets and expenses conform to federal cost principles and that fiscal staff are familiar with applicable federal regulations.
- ii. The Contractor must have written procedures for determining the reasonableness of costs, the process for allocations, and policies for allowable costs in accordance with provisions of applicable Federal cost principles and the terms and conditions of the award. Costs are reasonable when they do not exceed what would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the costs.
- iii. Requirements to be met in determining the unit cost of a service are: unit cost not to exceed the actual cost of providing the service, unit cost to include only expenses that are allowable under Ryan White requirements, and calculation of unit cost to use a formula of allowable administrative costs plus allowable program costs divided by number of units to be provided.

2.0 Fiscal Procedures

Below are requirements from the [HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section K](#). Please reference this document for more detailed requirements.

- i. The Contractor will have policies and procedures for handling revenues from the Ryan White grant, including program income. The Contractor will prepare a detailed chart of accounts and general ledger that provide for the tracking of Part A revenue and will make this available to DDPHE upon request.
- ii. The Contractor has policies and procedures that allow DDPHE prompt and full access to financial, program, and management records and documents as needed for program and fiscal monitoring and oversight and will make this available to DDPHE upon request.
- iii. The Contractor will grant access to DDPHE to payroll records, tax records, and invoices with supporting documentation to show that expenses were actually paid appropriately with Ryan White Part A funds.
- iv. The Contractor will provide timely, properly documented invoices to assist DDPHE to periodically track the accounts payable process from date of receipt of invoices to date the checks are deposited.
- v. The Contractor will document employee time and effort, with charges for the salaries and wages of hourly employees. The Contractor will maintain payroll records for specified employees and will

establish and consistently use allocation methodology for employee expenditures where employees are engaged in activities supported by several funding sources. The Contractor will make payroll records and allocation methodology available to DDPHE upon request.

- vi. The Contractor's fiscal staff have responsibility to ensure adequate reporting, reconciliation, and tracking of program expenditures, coordinate fiscal activities with program activities (e.g., the program and fiscal staff's meeting schedule and how fiscal staff share information with program staff regarding contractor expenditures, formula and supplemental unobligated balances, and program income), and have an organizational and communications chart for the fiscal department.



Denver TGA Ryan White Part A Program

Subrecipient Guidelines for Managing and Reporting Program Income

The U.S. Federal Government defines **Program Income** as gross income earned by the non-Federal entity that is directly generated by a supported program activity or earned as a result of a federal award during the period of performance (grant year).

In the Denver TGA, program income is generated by Subrecipients via:

- Copayments remitted by clients receiving services on a fee for service basis (utilizing a sliding fee scale), as required by Section 2605(e) of the RWHAP legislation, the TGA will comply with the statutory requirements regarding imposition of charges for services. See <https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/legislationtitlexxvi.pdf>
- Fees, payments, or reimbursement for the provision of a specific service, such as patient care reimbursements received by billing public (Medicare, Medicaid, Children's Health Insurance Program), or private health insurance.
- Revenues generated by the difference between the third party reimbursement and the 340B pharmacy drug purchase price.

Subrecipients must maintain documentation of determination of eligibility for, and enrollment in, expanded Medicaid, Medicare, ACA Marketplace health insurance plans, and/or employer-sponsored medical insurance plans for all clients. Without exception, all clients who are eligible for insurance coverage will be required to enroll, and will receive assistance in doing so, as needed. Clients who refuse to obtain medical insurance, but are deemed insurable, will receive services that are reimbursable through insurance on a fee for service basis, ensuring that the Ryan White HIV/AIDS Program (RWHAP) Part A remains the payer of last resort and all applicable program income is generated for services rendered.

In an effort to maximize and monitor third party reimbursement, Recipient staff will review CAREWare data to identify all clients who have public (Medicaid or Medicare) or private (Health Exchange or employer-sponsored) insurance coverage. In instances where the Subrecipient has reported program income that appears insufficient for the number of clients receiving services, Recipient staff will request



Denver TGA Ryan White Part A Program

Subrecipient Guidelines for Managing and Reporting Program Income

documentation of fees collected, or waived, for the month. Recipient staff will track all reported program income and work directly with agencies that are not reporting program income on a regular basis, to establish a reporting process.

Subrecipients must maintain records indicating how program income was utilized, to ensure that any revenue generated is utilized solely for allowable costs and benefits Ryan White Part A clients. Additionally, during annual site visits, all Subrecipients, as well as any third and fourth line Subrecipients will be required to verify that fiscal records are maintained and produce documentation of program income accruals and expenditures.

For the RWHAP, program income is considered "Additive" income and is added to the federal award and must be used for purposes, and under the conditions of, the federal award. In accordance with 45 CFR 75.305 (b) (5) program income must be obligated prior to requesting additional grant funds from the Recipient. Additionally, program income received at the end of the period of performance will be expended prior to the expenditure of new funds awarded in a subsequent period.

When purchasing pharmaceuticals for a 340B pharmacy, the subrecipient and third or fourth line subrecipients will maintain detailed records indicating the source of funds used for the purchases, in the event that the agency receives funding from multiple sources. All revenue generated from the sale of medications purchased with Ryan White Part A funds shall be reported as Ryan White Part A program income. Subrecipients and their contractors must use a reasonable allocation method for the attribution of costs and program income, to each award, and be able to document the methodology used.

Program income cannot be spent on unallowable costs outlined in the contract. Program income may be used for any allowable core medical and support services, clinical quality management, and administrative expenses, including, but not limited to, any medically necessary services which Medicaid does not cover or only partially covers, as well as premiums, co-pays, and any required deductibles otherwise allowable under the RWHAP award. The 10% administrative, indirect, and clinical quality management caps do not apply to these expenses.